

of such a request is not included within the portion with which you have objection, fully answer and/or provide the requested documents responsive to the unobjected-to portion.

5. If you withhold or redact any information responsive to these document requests based on a claim of full or partial attorney-client and/or work product privileges, please furnish a privilege log identifying the requests as to which such information you withheld, providing the following information:

- a. The reason(s) for withholding or redacting;
- b. Identification by name, job title, and the last known address of each person who has had or does have access to such information or documents;
- c. A brief statement of the nature of the information or document withheld; and
- d. A statement of the facts that constitute the basis for the claim of privilege, work product or other grounds of non-disclosure.

6. If you redact any portion of any document produced in response to these document requests for any reason other than attorney-client and/or work product privileges, please furnish a redaction log identifying the documents which you redacted, providing the following information:

- a. The reason(s) for redacting;
- b. A brief statement of the nature of the information or document redacted; and
- c. A statement of the facts that constitute the basis for the grounds of non-disclosure.

DEFINITIONS

1. **“Document”** means any tangible, intangible or electronically-stored item that can be reduced to tangible form, whether a copy or an original, upon which words, symbols, or marks are recorded including all writings, drawings, graphs, charts, photographs, sound recordings, images,

11. **“NextGear”** refers to NextGear Capital, Inc. f/k/a Dealer Services Corporation, successor by merger with Manheim Automotive Financial Services, Inc., its predecessors-in-interest, including without limit, any of their principals, officers, employees, agents, representatives, and attorneys.
12. **“Mr. Wick”** refers to John Wick, NextGear’s Chief Strategy Officer and General Counsel, his representatives, agents, attorneys, and/or anyone acting on John Wick’s behalf.
13. **“You”** or **“Your”** refers to NextGear and any of its principals, officers, employees, agents, representatives, and attorneys.
14. **“Defendants”** refers to NextGear, Cox Automotive, Cox Enterprises, and John Wick.
15. **“Transaction”** refers to the purchase of a used vehicle by a NextGear customer dealer utilizing a NextGear Floorplan Agreement.
16. **“Auction”** refers to any of the used automobile auctions located in the United States at which NextGear Customer Dealers purchased used vehicles utilizing NextGear Floorplan Agreements.
17. **“Floorplan Agreement”** refers to a revolving line of credit, the terms of which were set forth in a Demand Promissory Notes and Security Agreement or other written document reflecting the same or substantially similar terms, that was entered into by a used car dealer and NextGear and through which the dealer could purchase used cars at Auction.
18. **“Customer Dealer”** refers to any used car dealer who entered into a Floorplan Agreement with NextGear.
19. **“Date of the Auction”** refers to any date on which any Customer Dealer attended a used vehicle auction and selected vehicles to purchase utilizing its Floorplan Agreement.